

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA
AND
TOM'S PLAYGROUND OF CENTRAL FLORIDA, INC.
FOR
BASIC PARK MAINTENANCE SERVICES
AT LAKE COUNTY PARKS AND TRAILS**

RFP # 13-0402

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, by and through its Board of County Commissioners, and Tom's Playground of Central Florida, Inc. a Florida corporation, hereinafter referred to as CONTRACTOR.

WITNESSETH:

WHEREAS, the COUNTY has publicly submitted Request for Proposal (RFP) #13-0402 to retain a contractor to provide basic park maintenance services for Lake County Parks and Trails; and

WHEREAS, CONTRACTOR desires to perform such services subject to the terms of this Agreement;

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article 2. Purpose

2.1 The purpose of this Agreement is for CONTRACTOR to provide for basic park maintenance services for Lake County Parks and Trail, including but not limited to opening the park, providing grounds maintenance, providing security and/or janitorial services.

2.2 The COUNTY's definition of a full maintenance and service contract, as embodied in this Agreement, is a contract that provides for the CONTRACTOR to assume all responsibility for opening the parks, closing the parks, janitorial services and grounds maintenance. Such services shall encompass furnishing adequate and appropriate labor, materials, supplies, equipment and supervision for the performance of the work set forth hereunder. *The scope of services represents the minimum standards required.*

Article 3. Scope of Services

3.1 On the terms and conditions set forth in this Agreement, the COUNTY hereby engages CONTRACTOR to perform basic maintenance services at assigned parks for the COUNTY in accordance with the Scope of Services, attached hereto and incorporated herein by reference as **Exhibit A**.

3.2 Additional Services. Although this Agreement identifies specific services, it is hereby agreed that the COUNTY may add other similar services to this contract at the mutual agreement of both parties. When required by the pricing structure contained herein, the CONTRACTOR shall be invited to submit price quotes for these additional services. If the quotes are determined to be fair and reasonable, then the additional work will be awarded to the CONTRACTOR. A formal amendment to this Agreement shall be executed. Nothing herein prevents the COUNTY from obtaining quotes from other vendors or contractors.

3.2 Term of Agreement. This Agreement shall commence on the date of execution by the Board of County Commissioners. The initial Agreement term is twelve (12) months, and the Agreement shall remain in effect until completion of the expressed and/or implied warranty period. The Agreement prices shall prevail for the full duration of the initial Agreement term.

3.3 Renewal Terms. Prior to or upon completion of the initial term of this Agreement, the COUNTY shall have the option to renew this Agreement for four (4) additional one (1) year periods. Prior to completion of each exercised term, the COUNTY may consider an adjustment to price based on changes as published by the U.S. Department of Labor, Bureau of Labor Statistics (www.bls.gov). It is the CONTRACTOR'S responsibility to request any pricing adjustment in writing under this provision. The CONTRACTOR'S written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The CONTRACTOR adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the CONTRACTOR, the COUNTY will assume that the CONTRACTOR has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of the new option period shall not be considered. The COUNTY reserves the right to reject any written price adjustments submitted by the CONTRACTOR and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of this Agreement beyond the initial term, and any option subsequently exercised, is a COUNTY prerogative, and is not a right of the CONTRACTOR. This prerogative will be exercised only when such continuation is clearly in the best interests of the COUNTY.

3.4 Work Schedule and Non-compliance Inspection Fee. The CONTRACTOR shall provide the COUNTY with a monthly schedule for all facilities, via email, in PDF format. This schedule shall be used by the COUNTY to visit sites to determine that the work has been completed and that the facilities being maintained are being done in accordance with this Agreement. In the event a facilities' work cannot be completed as scheduled, due to inclement weather, the CONTRACTOR shall notify the COUNTY no later than the day of service and shall provide a

revised monthly schedule within two (2) business days, via email in PDF format. If the COUNTY is not notified that the work was unable to be completed on the scheduled day of service and an inspection by the COUNTY is made, the CONTRACTOR **shall be assessed an \$80.00 fee to be deducted from the CONTRACTOR'S next monthly invoice as a non-compliance inspection fee.** In addition, should an inspection be made by the COUNTY at a facility and deficiencies are found, the COUNTY shall notify the CONTRACTOR and the deficiencies shall be corrected no later than two (2) business days from notification. Upon re-inspection, if the deficiencies were not corrected, the CONTRACTOR shall be assessed **an \$80.00 fee to be deducted from the CONTRACTOR'S next monthly invoice as a non-compliance fee.** The parties agree that the non-compliance fee represents a fair and reasonable estimate of the COUNTY'S actual damages.

3.5 Key Control. The CONTRACTOR shall be responsible for any lost keys and any inherent damages (i.e., re-keying of whole facility). This cost shall be withheld from any outstanding payments due the CONTRACTOR. The decision to re-key the whole facility is solely that of the COUNTY. The CONTRACTOR shall immediately notify the COUNTY'S Project Manager in the event that keys are lost. The use of keys by any person other than approved employees of the CONTRACTOR may result in termination of this Agreement. Upon completion of this Agreement, final payment shall be withheld until all issued keys are returned to the COUNTY'S Project Manager.

Article 4. Payment

4.1 The COUNTY shall pay CONTRACTOR to complete the Scope of Services in accordance with the rates set forth in CONTRACTOR'S Pricing Section, attached hereto and incorporated herein as **Exhibit B**.

4.2 CONTRACTOR shall submit invoices in PDF form, via email, to the COUNTY'S designated representative after each individual month's work has been completed. Submittal of these monthly invoices shall not exceed ten (10) calendar days after the first day of the month. Under no circumstances shall the invoices be submitted to the COUNTY in advance of the work being completed.

4.3 All invoices shall contain the RFP and/or purchase order number, date and location of delivery or service. Failure to submit invoices in the prescribed manner will delay payment, the CONTRACTOR may be considered in default of this Agreement, and this Agreement may be terminated at the option of the COUNTY.

4.4 The COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, Sections 218.70 through 218.79, Florida Statutes.

4.5 Other than the expenses set forth in **Exhibit B**, CONTRACTOR shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder. The rates quoted in **Exhibit B** shall be deemed to provide full compensation to the CONTRACTOR for labor, equipment use, travel time and any other

element of cost or price. These rates are assumed to be at straight time for all labor, except as otherwise noted.

4.6 In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, the CONTRACTOR hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. The CONTRACTOR is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of the CONTRACTOR pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the CONTRACTOR by the COUNTY upon request.

4.7 CONTRACTOR acknowledges and agrees that CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- A. All persons employed by the CONTRACTOR during the term of this Agreement to perform employment duties within Lake County; and
- B. All persons, including subcontractors, assigned by the CONTRACTOR to perform work pursuant to the contract.

Article 5. Special Terms and Conditions

5.1 Certificate of Competency/Licensure. The CONTRACTOR shall, at all times through this Agreement, hold a valid Certificate of Competency or appropriate current license. If work for other trades is required in conjunction with this Agreement and will be performed by a sub-contractor, an applicable Certificate of Competency or license for the sub-contractor shall be submitted to the COUNTY.

5.2 Materials.

A. Compliance with Governmental Standards. All items to be purchased under this contract shall be in accordance with all governmental standards, including but not limited to those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

B. Material Safety Data Sheets. It is the responsibility of the CONTRACTOR to ensure that the COUNTY has received the latest version of any Material Safety Data Sheets (MSDS) required by 29 CFR 1910.1200 with the first shipment of any hazardous material. At any time the content of the MSDS is revised, the CONTRACTOR shall promptly provide a new MSDS to the COUNTY with the new information relevant to the specific material.

C. Toxic Substances/Federal Right to Know Regulations. The Federal "Right to Know" regulation implemented by the Occupational Safety and Health Administration (OSHA) and the Florida "Right to Know" law requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace. Accordingly, the CONTRACTOR shall be required to provide two (2) complete sets of MSDS to each COUNTY department utilizing the services of the CONTRACTOR under this Agreement. This information should be provided at the time when the initial delivery is made.

5.3 Addition/Deletion of Facilities.

A. Addition of Facilities. Although this Agreement identifies specific facilities to be serviced, it is hereby agreed and understood that any COUNTY department or agency facility may be added to this Agreement at the option of the COUNTY. The CONTRACTOR shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the CONTRACTOR. The additional site(s) shall be added to this Agreement by formal modification. The COUNTY may obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the CONTRACTOR, or for other reasons at the COUNTY's discretion.

B. Deletion of Facilities. Although this solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that any COUNTY department or agency may delete service for any facility(ies) when such service is no longer required during the Agreement term upon fourteen (14) calendar days written notice to the CONTRACTOR.

5.4 Acceptance of Services. The services rendered under this Agreement shall not be deemed complete until accepted by the COUNTY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event that the service does not conform to the specifications, the COUNTY reserves the right to terminate the Agreement or to initiate corrective action on the part of the CONTRACTOR. The CONTRACTOR shall not assess any additional charges for any conforming action taken by the COUNTY under this clause, and the COUNTY will not be responsible to pay for any product or service that does not conform to the Agreement specifications. In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or this Agreement may be procured by the COUNTY on the open market, and any increase in cost may be charged against the CONTRACTOR. Any cost incurred by the COUNTY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONTRACTOR by the COUNTY for any contract or financial obligation.

5.5 Correction of Deficiencies and Defects. The CONTRACTOR shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the Agreement regardless of project completion status. All corrections shall be made within two (2) business days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the CONTRACTOR by the COUNTY'S designated representative, who may confirm all such verbal reports in writing. The CONTRACTOR shall bear all costs of correcting such

rejected work. If the CONTRACTOR fails to correct the work within the period specified the COUNTY may, at its discretion, notify the CONTRACTOR, in writing, that the CONTRACTOR is subject to contractual default provisions if the corrections are not completed to the satisfaction of the COUNTY within ten (10) calendar days of receipt of the notice. See also Section 3.4.

5.6 Key Contractor Personnel/Supervision/Dress Code.

A. The CONTRACTOR shall employ only qualified operators and workers who are skilled to perform the services required hereunder. All workers shall discharge their duties in a courteous and efficient manner. It shall be the duty of the CONTRACTOR to maintain a close check over its employees to ensure a high standard of service. The CONTRACTOR is to maintain an adequate number of employees to satisfactorily perform scheduled operations. The CONTRACTOR shall demonstrate the ability to provide trustworthy, reliable employees and shall make a good faith effort to retain the same employees on the same schedule in the same areas. The CONTRACTOR shall notify, via email, the COUNTY immediately of all changes in personnel.

B. The CONTRACTOR shall provide all necessary supervision for work done on COUNTY property. The CONTRACTOR'S supervisors shall be literate and able to communicate fully in the English language, because of the necessity to read chemical labels, job instructions and signs, as well as the need for conversing with management personnel. CONTRACTOR'S supervisors shall also be capable of communicating fully with all employees in the event they do not speak English. The COUNTY will be the sole judge whether the communication level is appropriate. The CONTRACTOR shall provide documentation that the supervisor has the necessary skills and is paid at a higher rate than other workers. In the event of sickness or any absence of the regular supervisor, the CONTRACTOR shall provide a substitute of equal or greater skill. The CONTRACTOR shall be required to provide the name and position within the company of the supervisor assigned to the COUNTY. The CONTRACTOR shall provide a telephone answering service for use of the supervisors for work related messages. The CONTRACTOR shall provide a cell phone number to the COUNTY. All authorized communications giving to the supervisor by the COUNTY, and all contract related decisions made by the supervisor, shall be binding on the CONTRACTOR.

C. A dress code for CONTRACTOR'S employees shall consist of shirts, pants and work shoes/boots, or as otherwise specified in the Scope of Services.

5.7 Minimum Wages. Under this Agreement, the wage rate paid to all laborers, mechanics and apprentices employed by the CONTRACTOR for the work performed under this Agreement, shall not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

5.8 Accident Prevention and Barricades. Precautions shall be exercised at all times for the protection of persons and property. The CONTRACTOR shall conform to all relevant federal, state, and local regulations during the course of such effort. Any fines levied by the governmental authorities having jurisdiction over the work shall be borne by the CONTRACTOR. Barricades shall be provided by the CONTRACTOR when work is performed in areas traversed by persons, or when deemed necessary by the COUNTY.

5.9 Protection of Property. All existing structures, utilities, services, roads, trees, shrubbery, and property, both public and in which the COUNTY has an interest shall be protected against damage or interrupted services at all times by the CONTRACTOR during the term of this Agreement, and the CONTRACTOR shall be held responsible for repairing or replacing property to the satisfaction of the COUNTY which is damaged by reason of the CONTRACTOR'S operation on the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to the CONTRACTOR.

5.10 Clean-Up. All unusable materials and debris shall be removed from the premises at the end of each work day, and disposed of in an appropriate manner. Upon final completion, the CONTRACTOR shall thoroughly clean up all areas where work has been involved as mutually agreed upon with the associated COUNTY project manager.

5.11 Permits and Fees. The CONTRACTOR is responsible for ensuring that all licenses and permits required to complete the work under this Agreement are obtained, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. All fees are to be paid by the CONTRACTOR. Damages, penalties, and/or fines imposed on the COUNTY or the CONTRACTOR for failure to obtain required licenses, permits, inspection or other fees shall be borne by the CONTRACTOR.

5.12 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall not incur any additional costs under this Agreement. If any work hereunder is in progress but not completed as of the date of termination, this Agreement may be extended upon written approval of the COUNTY until said work is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) day advance written notice, the COUNTY shall reimburse the CONTRACTOR for actual work satisfactorily completed. The COUNTY shall be liable only for reasonable costs incurred by the CONTRACTOR prior to notice of termination. The COUNTY shall be the sole judge of 'reasonable costs.'

B. Termination for Cause. Termination by the COUNTY for cause, default, or negligence on the part of the CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The CONTRACTOR will be notified by letter of the COUNTY's intent to terminate, but the 30-day advance notice requirement is waived in the event of termination for cause, and the COUNTY may procure the required goods and/or services from any source, and use any method, deemed in its best interest. All re-procurement

costs shall be borne by the CONTRACTOR. In the event of termination for cause, the COUNTY further reserves the right to suspend or debar the CONTRACTOR in accordance with the appropriate COUNTY ordinances, resolutions and/or administrative orders.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONTRACTOR shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/tasks delivered under this Agreement.

5.13 Assignment of Agreement This Agreement shall not be assigned except with the written consent of the COUNTY'S Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment shall under any circumstances relieve the CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONTRACTOR. Additionally, unless otherwise stipulated herein, the CONTRACTOR shall notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this Agreement for default.

5.14 Insurance. CONTRACTOR shall purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance from a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the CONTRACTOR under the terms and provisions of this Agreement. The CONTRACTOR is responsible for timely provision of certificate(s) of insurance to the COUNTY at the certificate holder address evidencing conformance with the Agreement requirements, and the CONTRACTOR shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing conformance with the Agreement requirements. Such policies of insurance and confirming certificates of insurance shall insure the CONTRACTOR is in accordance with the following minimum limits and coverage:

(i) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

(ii) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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(iii) Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers' compensation insurance, the CONTRACTOR must provide a notarized statement that if any of CONTRACTOR'S employees are injured, CONTRACTOR will not hold the COUNTY responsible for any payment or compensation.

(iv) Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

(v) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

(vi) **Lake County, A Political Subdivision Of The State Of Florida, and the Board Of County Commissioners**, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

(vii) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any change, cancellation or nonrenewal of the required insurance. It is the CONTRACTOR'S specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

(viii) Certificates of insurance shall identify the RFP number in the Description of Operations section of the Certificate.

(ix) The Certificate holder shall be: LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, P.O. BOX 7800, TAVARES, FL 32778-7800

(x) Certificates of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.

(xi) CONTRACTOR shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the CONTRACTOR evidencing coverage and terms in accordance with the CONTRACTOR's requirements.

(xii) All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions, or the CONTRACTOR or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

(xiii) The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.

(xiv) Failure to obtain and maintain such insurance as set forth above will be considered a breach of contract and may result in termination of this Agreement for default.

(xv) Neither approval by the COUNTY of any insurance supplied by the CONTRACTOR or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the CONTRACTOR or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

(xvi) If it is not possible for the CONTRACTOR to certify compliance, on the certificate of insurance, with all of the above requirements, then the CONTRACTOR is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

5.15 Indemnity. The CONTRACTOR shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of the CONTRACTOR to take out and maintain the above insurance. Additionally, the CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of any kind arising out of, relating to or resulting from the performance of the CONTRACTOR's duties set forth in this Agreement by the CONTRACTOR or its employees, agents, servants, partners, principals, subcontractors or representatives. The CONTRACTOR shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may be incurred thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the COUNTY or its officers, employees, agents and instrumentalities as provided herein.

5.16 Independent Contractor. The CONTRACTOR agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONTRACTOR shall have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY.

5.17 Retaining Other Contractors. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement. The CONTRACTOR shall coordinate, cooperate, and work with any other vendors retained by the COUNTY.

5.18 Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the contract must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. If applicable, the original Agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments shall be made within one (1) year following the end of the Agreement. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

5.19 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

5.20 Public Records / Copyrights

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the CONTRACTOR for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR'S office or facility. The CONTRACTOR shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Agreement, the CONTRACTOR shall appoint a records custodian to handle any records requests and shall provide the custodian's name and telephone number(s) to the COUNTY.

B. Any copyright derived from any agreement derived from this solicitation and contract shall belong to the author. The author and the CONTRACTOR shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONTRACTOR in any deliverable and/or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the

COUNTY to use the information, the deliverable shall be considered defective and not acceptable, and the CONTRACTOR will not be eligible for any compensation.

5.21 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

5.22 Prohibition Against Contingent Fees. The CONTRACTOR warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

5.23 Right to Audit. The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY'S choosing. CONTRACTOR shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR'S invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY'S audit findings to the CONTRACTOR.

5.24 Omission from the Specifications. The apparent silence of this Agreement and its Exhibits regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this Agreement.

5.25 Risk of Loss.

A. The CONTRACTOR assumes the risk of loss of damage to the COUNTY'S property during possession of such property by the CONTRACTOR, and until delivery to, and acceptance of, that property to the COUNTY. The CONTRACTOR shall immediately repair,

replace or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions (negligent or not) of the CONTRACTOR or a third party.

B. The CONTRACTOR shall indemnify and hold the COUNTY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the COUNTY when applicable, and shall pay all costs and judgments which may issue thereon.

5.26 Availability of Contract to Other County Departments or Agencies. The CONTRACTOR hereby agrees that any COUNTY department or other agency may avail itself of this Agreement and purchase any and all items specified herein from the CONTRACTOR at the prices established herein. Under these circumstances, a contract modification shall be issued by the COUNTY identifying the requirements of the additional department or agency.

Article 6. General Conditions

6.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

6.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

6.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

6.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

6.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

6.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

6.7 During the term of this Agreement the CONTRACTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the CONTRACTOR's employees or applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

6.8 The CONTRACTOR shall at all times comply with all Federal, State and local laws, rules and regulations.

6.9 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.10 The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

6.11 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONTRACTOR:

Mary Stephens, President
35633 Johns Lane
Eustis, Florida 32736

If to COUNTY:

County Manager
Lake County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 7. Scope of Agreement

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

7.2 This Agreement contains the following Exhibit:

Exhibit A	Scope of Services
Exhibit B	Pricing Section

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board Action on the 6 day of November, 2012 and by CONTRACTOR through its duly authorized representative.

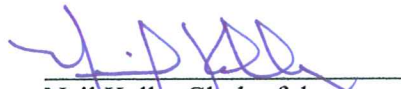
CONTRACTOR

TOM'S PLAYGROUND OF CENTRAL
FLORIDA, INC.

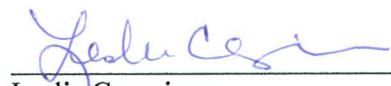

Mary Stephens, President

This 8 day of Oct., 2012.

ATTEST:


Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida

COUNTY


Leslie Campione
Chairman

This 7th day of November, 2012.

Approved as to form and legality:


Sanford A. Minkoff
County Attorney

EXHIBIT A SCOPE OF SERVICES

SCOPE OF SERVICES

It is the County's intent to retain a Contractor to provide for basic park maintenance for a period of six (6) hours per day, seven (7) days a week, including but not limited to opening the park, providing grounds maintenance, providing security and/or janitorial services at the specified locations.

The Park specified for this service is as set forth within Section 4 of this solicitation. The same or similar services may be required at additional locations as needed, at the option of the County.

Contractors Responsibility:

The Contractor shall be responsible for providing all labor, fuel, materials, equipment and incidental costs necessary to complete the tasks below.

1. Security Services:

Contractor is to provide all labor, fuel and incidental costs to open the Park and gates at the Park specified in Section 4, Pricing Section:

Services Required:

- Open Park and all gates to Park at 6:15 AM
- Provide a weekly report on company letterhead indicating the actual time the Park(s) were opened, and any comments or observations made
- Maintain a presence at assigned Park for total of six consecutive (6) hours each working day.

2. Janitorial Services:

The Contractor shall furnish an employee to provide labor, materials, supplies and supervision to provide janitorial services for the cleaning and maintenance of the grounds and facilities at the specified Park. The Contractor is solely responsible to insure the facilities are uniformly cleaned, hygienic, orderly and attractive which will reflect favorably upon the County and the Contractor.

Services Required:

- Empty restroom trash, replace with clean bag and remove trash daily
- Clean and disinfect all fixtures, doors, floors, clean and polish mirrors, chromes, metal, counter tops, benches, walls, etc. daily
- Sweep, wet mop with disinfectant and rinse floor daily
- Restock all supplies. Adequately supply required expendable toilet items – soap, hand sanitizer, paper towels, toilet paper, seat covers, and deodorant air freshener daily
- Dry mop interior and exterior restroom walls, roofs, windows, louvers, etc. daily
- Pick up trash on Park grounds
- All trash must be removed from the Park grounds at the end of each workday and disposed of in an appropriate manner

Supplies:

The Contractor shall furnish all supplies necessary for the work required. This includes, but is not limited to:

- Toilet paper shall be 100% post-consumer waste content, double ply
- Paper towels shall be 100% post-consumer waste content, semi-bleached, multi-fold
- EPA approved germicidal detergent, such as Lysol IC or equivalent
- No supplies shall be used that Lake County or the manufacturer of the product determines harmful to the surface to which applied or to any other part of the buildings, their occupants, contents or equipment.
- All supplies provided by the Contractor shall be compatible with the existing dispensers at all locations.

Notes:

- On-site storage for supplies, materials and chemicals are not available. Supplies shall not be used or maintained on premises
- Bleach, ammonia and acid products shall not be used or maintained on premises
- The Contractor shall perform work in accordance with all industry standards.

3. Personnel:

The Contractor shall provide adequate personnel, trained in the appropriate cleaning and janitorial methods and techniques to properly and satisfactorily maintain the restroom facility during the scheduled time indicated. In the event of sickness or any absence, the vendor shall provide a substitute of equal skill.

The Contractor's employee shall meet or exceed each of the following requirements:

- Ability to project a professional image and deal effectively with the public, as this position will have high public exposure.
- Punctuality and attendance.
- Ability to follow instructions/directions and the ability to work independently after receiving instructions/directions. Physically and mentally able to perform the essential functions of this position.
- Dress Code: Uniform shall be mandatory for all employees of the Contractor. A dress code for Contractor's employees shall consist of shirt with company name, pants and work shoes/boots and shall be neat and clean in appearance.
- Speak English.
- Have a cell phone in good working order. This cell phone number shall be provided to the Project Manager and shall not be an additional cost to the County.
- Shall perform the work at such times as to minimize disturbance or interference to resident convenience, activities, pedestrian or vehicle circulation.
- Shall be an employee of the Contractor; subcontractors and day laborers are not acceptable.

4. Background Check:

A local and out of State criminal background check for each proposed employee shall be completed by the Contractor at no additional cost to the County. Each background check shall follow the Background Investigation Procedures established by the Florida Department of Law Enforcement, Division of Criminal Standards and Training. If any adverse entries are found on the background check, the Contractor shall provide a copy to the Lake County Human Resources Department for review and approval. The background check must be approved before the employee starts work with the County.

5. Accident/Incident Reporting:

Contractor's employees are required to report any accidents immediately to the Contractor's supervisor.

6. Dismissal of Unsatisfactory Employee:

Contractor shall only furnish workers who are competent and skilled for work under this contract. If, in the opinion of the County, an employee of the Contractor is incompetent or disorderly, continuously or periodically absent, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on County property, or is otherwise unsatisfactory, that employee shall be removed at the request of the County from all work under this contract and a replacement must report for work to provide same services within twenty-four (24) hours.

7. Vehicles:

Vehicular (limited to golf-cart/ATV sized vehicles) shall be allowed on County property and vehicular paths. Pre-made vehicular paths must be used. No other vehicle types shall be allowed.

8. Hours of Operations:

Contractor's employee is required to open the Park gate(s) daily at 6:15AM, Monday through Sunday, seven days a week, including holidays and weekends, and is required to maintain a presence until 12:15 PM. These days and time are subject to change at the County's option.

There shall be no additional hours (after 12:15 PM) unless approved by County's Project Manager.

9. Special Requests:

It is imperative that the citizens of Lake County are protected from any emergency situations which threaten public health and safety. The Contractor may be requested by the Project Manager to perform ancillary tasks. It is intended that the specifications are indicative of the work to be anticipated by the Contractor and will allow for reasonable additional work at no additional cost to the County to meet the objectives of the County. These requests may include moving tree limbs out of walkways, picking up trash and sweeping in other areas. Special requests shall not exceed the times noted in the Scheduling of Operations above and overtime will not be utilized.

EXHIBIT B: PRICING SHEET

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Total cost per week includes labor, fuel, materials, equipment, supplies, cell phone and incidental costs for six (6) hours a day, seven (7) days a week, including weekends and holidays to provide services required as noted in Section 2 of this solicitation.

Item#	Park Name	Total Weekly Cost	Total Weeks Per Year	Total Cost Per Year Per Park
1	East Lake Community Park, 24809 East Wallick Road, Sorrento, Florida – 33 acres	\$756. ⁰⁰	52	\$39,312. ⁰⁰

Optional Items:

1	Total hourly cost for any additional hours after 12:15 pm for services as noted in Section 2.	\$18. ⁰⁰
2	Total weekly cost to open restrooms at 6:00 AM at Sorrento Park, 31535 Church Street, Sorrento, Florida (7 days a week including weekends and holidays)	\$35. ⁰⁰

By Signing this Proposal the Proposer Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any contract(s) and/or other transactions required by award of this solicitation.

Certification Regarding Acceptance of County Electronic Payable Process

Vendor will accept payment using the County's VISA-based electronic payment system: ☐ Yes ☒ No

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☐ Yes ☒ No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☒ No (Check one)

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/8/2012

PRODUCER

Olson Insurance Agency Inc.
545 N. Umatilla Blvd
Umatilla, FL 32784
352-669-4547

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

TOM'S PLAYGROUND OF
CENTRAL FLORIDA, INC
35633 JOHNS LANE
EUSTIS, FL 32736

INSURERS AFFORDING COVERAGE

NAIC#

INSURER A: LLOYDS OF LONDON
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	Y	GENERAL LIABILITY	AU07122012T_210640	07/12/12	07/12/13	EACH OCCURRENCE \$ 300,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 300,000 GENERAL AGGREGATE \$ 600,000 PRODUCTS - COMP/OP AGG \$ 600,000
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$ AGGREGATE \$ DEDUCTIBLE \$ RETENTION \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER
						WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

LAKE COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA; AND THE BOARD OF
COUNTY COMMISSIONERS
Q2011-0005-2
P.O. BOX 7800
TAVARES, FL 32778

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Charles Reed

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Tom's Playground of Central Florida, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

P. O. Box 1112

City, state, and ZIP code

Sorrento, FL

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

 - -

Employer identification number

2 7 - 2 3 6 4 2 9 7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person ▶

Manf Steph

Date ▶

PO-8-12

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.